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GULF SEAPORTS MARINE TERMINAL CONFERENCE

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OFFICE

FMC AGREEMENT NO. _____

A Cooperative Working Agreement
Among United States Public Ports
In The Gulf Range

Revised June 1, 1995



Federal Maritime Commission

Agreement No. _____

GULF SEAPORTS MARINE TERMINAL CONFERENCE

This Agreement entered into by and between the undersigned on the 1st day of June, 1995, witnesseth:

Whereas, each of the parties hereto is a public agency or body politic of a State or states bordering on the Gulf Coast of the United States and owns, administers and/or operates public wharves and other terminal facilities within the limits of their respective ports or port districts, and carries on the business of developing and/or furnishing wharves, docks, warehouses, marine terminals or other terminal facilities in connection with a common carrier by water in foreign commerce and in interstate commerce on the high seas; and

Whereas, the parties hereto desire to enter into an agreement pursuant to the provisions of Section 15 of the Shipping Act of 1916, as amended and Section 5 of the Shipping Act of 1984 for the purpose, among other things, of establishing minimum rates, charges, commodity descriptions, rules, regulations and practices applicable to and governing the use and operation of the public wharves and other terminal facilities at their respective ports; and

Whereas, the parties hereto desire to associate themselves in an association to promote fair and honorable business practices

among those engaged in the marine terminal industry, promote education and training in the public port industry, provide wherever practicable for uniform positions on relevant legislative and regulatory matters, and to better serve the interest of the public.

Now therefore, it is agreed as follows:

ARTICLE I

1.01 The parties hereto hereby associate themselves in an association to be known as the "Gulf Seaports Marine Terminal Conference" hereinafter referred to as the "Conference."

ARTICLE II

Membership

2.01 Any public and governmental department, board, commission, agency, authority, organization or body, whether incorporated or unincorporated, in the Gulf Range in the states bordering on the Gulf Coast or significant coastal inlets or estuaries between and including Texas and Florida, exercising either governmental or proprietary powers, jurisdiction or authority and are charged with duties with respect to the planning, development or operation of one or more ports or harbors or with respect to the construction and maintenance of, or carrying on the business of furnishing wharves, terminals or other port or harbor facilities or improvements used in connection with the common carriage by water or foreign commerce and interstate commerce on the high seas may be or become a party to this agreement.

2.02 Initial Members of this Conference are:

Board of Commissioners of the Port of New Orleans
Lake Charles Harbor and Terminal District
Port of Greater Baton Rouge
Orange County Navigation and Port District
Mississippi State Port Authority
Port of Beaumont Navigation District of Jefferson County, TX
Port of Houston Authority of Harris County, Texas
Board of Trustees of the Galveston Wharves
Alabama State Docks Department
The Port of South Louisiana
Brownsville Navigation District
Port of Port Arthur Navigation District
of Jefferson County, Texas
Tampa Port Authority
Port of Corpus Christi Authority
Brazos River Harbor Navigation District
Panama City Port Authority
City of Pensacola
Manatee County Port Authority
Jackson County Port Authority/Port of Pascagoula
St. Bernard Port, Harbor and Terminal District

2.03 Any organization or agency meeting the criteria of Section 2.01 hereof may become a member of this Conference by indicating its desire to do so in writing addressed to the Chairman and setting forth a description of said organization or agency.

2.04 Such request for new membership shall be reviewed by the Executive Committee to determine whether the applicant meets the criteria of Section 2.01 hereof and thereafter such new membership shall be effective upon notification to the Federal Maritime Commission by the filing of a new or addendum to the signature page of this Agreement.

2.05 Any member may terminate its membership in the Conference by written notice to the Chairman of such termination. Termination shall be effective upon notification to the Federal Maritime Commission.

ARTICLE III

Purposes

3.01 The parties shall, subject to the limitations in 4.02 hereof, consult with one another with relation to, and to establish port terminal rates and charges and rules and regulations for or in connection with services and facilities, including, but not limited to: wharfage (tollage), dockage, sheddage, free time, demurrage, usage, rents, storage, handling, loading and unloading, licenses, preferential assignments, and other privileges, charges, classifications, rules, regulations and practices, it being expressly understood that the parties hereto may limit this agreement to the establishment of one rate, rule or regulation of a singular and particular character, as it may from time to time determine.

3.02 The parties acting by and through their representatives shall from time to time meet to confer, discuss, exchange information and

make recommendations with respect to rates, charges, practices, legislation, regulations, port administration and on matters of concern to the public port industry.

3.03 The parties shall from time to time sponsor, discuss, prepare or support and join in any petition, testimony or other expression for presentation or submission to any judicial or legislative tribunal, governmental or public body, the media or other industry associations.

ARTICLE IV

Tariff Compliance

4.01 The parties agree to assess and collect all rates and/or charges for or in connection with traffic handled by them within the scope of this agreement, strictly in accordance with the rates, charges, classifications, rules, regulations and/or practices set forth in their respective applicable tariffs or the applicable tariffs in effect for their respective regional jurisdiction, and that they will not in any respect deviate from or violate any of the terms of said tariffs; and that no rates or charges assessed or collected pursuant to such tariffs shall be directly or indirectly, illegally or unlawfully refunded or rebated in whole or in part in any manner or by any device; provided, however, this agreement to assess and collect rates and/or charges set forth in their respective tariffs, specifically does not apply to special contractual arrangements involving leases, Section 15 agreements, volume discounts, cost sharing, cost saving or other contractual obligations.

4.02 The parties agree to consult with one another with relation to and to establish minimum port terminal rates and charges for or in connection with services and facilities, including but not limited to, wharfage (tollage), dockage, sheddage, free time, demurrage, usage, storage, handling, loading and unloading, licenses, preferential assignments, and other privileges, charges, classifications, rules, regulations and practices. Except as to contractual arrangements as set out in Section 4.01 above, it is expressly understood that rate setting authority pursuant to this agreement is limited to the establishment of minimum rates or charges and the parties hereto must publish in their individual terminal tariffs and assess to all users alike either the minimum rate established by the Conference or an exact rate above that established by the Conference.

4.03 The parties agree that each of them shall promptly furnish to the Federal Maritime Commission and to all Conference members, amendments, supplements or reissues of their tariff.

4.04 It is understood that notwithstanding the limitations set forth in 4.02 above, the parties may in the future by supplement to this agreement, subject to the approval of the Federal Maritime Commission, broaden the authority regarding, among other things, the establishment of rates and charges.

ARTICLE V

Officers

5.01 The officers of the Conference shall be the Chairman, the Vice Chairman, and the Secretary-Treasurer.

5.02 The Chairman shall call and preside at all meetings of the Conference and shall be responsible to call all meetings of the Conference as provided by this Agreement.

5.03 The Vice Chairman shall, in the absence or disability of the Chairman, perform all the duties of the Chairman and when so acting shall have all the powers of, and be subject to all the restrictions upon, the Chairman.

5.04 The Secretary-Treasurer shall keep an accurate record of the proceedings of the Conference and shall issue all calls and notices ordered by the Chairman. He shall have custody of all official papers and minutes of the Conference and shall furnish promptly to the Federal Maritime Commission and to each member of the Association a copy of the minutes of each meeting. The Secretary-Treasurer shall keep an accurate record of the receipts and disbursements of the Association, shall be responsible for the funds of the Conference and at the expiration of his term of office he shall turn over to his successor the funds of the Conference and the financial books and records.

5.05 The Chairman, Vice Chairman, two other members of the Conference elected by the membership and the secretary-treasure appointed by the Chairman shall constitute the Executive Committee of which the Chairman shall be Chairman. It shall carry on the customary routine executive duties of the Conference subject at all times to the directions and orders of the Conference.

5.06 The Executive Committee shall convene in advance of each regular meeting to review the members' participation in Conference actions, specifically those in Article IV hereof.

ARTICLE VI

Election of Officers

6.01 The Officers shall be elected from among the members of the Conference by the members at the regular annual meeting to be held during the annual meeting of the Gulf Ports Association each year. The officers so elected shall take office as of January 1 of the following year.

6.02 The officers shall be elected by the members by a majority vote and shall serve without compensation for two years or until their successors have been duly elected and installed in office. The voting shall be conducted as provided in Article X hereof.

6.03 Upon the vacation of any office the Chairman may, with the consent of the parties, fill the vacant office, in which case the officer appointed shall serve until January 1 next following the date of appointment.

ARTICLE VII

Committees

7.01 The Chairman shall appoint such committees as may from time to time be necessary and such committees may meet from time to time as may be necessary to accomplish their assignments. The Chairman may participate ex-officio in any meeting held by a committee.

7.02 The Chairman shall designate the Chairman of any committee appointed.

7.03 A record of the proceedings of each committee shall be kept and shall be promptly furnished to the Secretary, the Chairman and the Federal Maritime Commission as required by applicable laws and regulations.

ARTICLE VIII

Sub-Conference Committees

8.01 Any group of the parties hereto, acting by and through their representatives, who, having mutual geographical, operational, nonoperational or other interests of any kind, which are common to the group, but not necessarily common to all the parties hereto, may, if they choose to do so, also meet, as a committee, to confer, discuss, exchange information and make recommendations with respect to rates, charges, practices, legislation, regulations, port administration and other matters of concern and common interest to that group. Similarly, any group of the parties hereto, acting by and through their representatives, who, having mutual geographical, operational, nonoperational or other interests of any kind, which are common to the group, but not necessarily common to all the parties hereto, may, if they choose to do so, agree to consult, as a committee, with one another with relation to, and to establish minimum Port Terminal rates and charges for, or in connection with, services and facilities, including but not limited to, wharfage (tollage), dockage, sheddage, free time, demurrage, usage, storage, handling, loading and unloading, licenses, preferential assignments, equipment rental, specific commodities, and other services, facilities and practices.

8.02 It is expressly understood that whether rate setting authority pursuant to this agreement is exercised by all parties to this agreement, or any committee of the Conference, such as limited to the establishment of minimum rates and the parties hereto, any member of the conference or any member of a committee of the parties hereto, may in its individual discretion establish any rate or charge above that set pursuant to this agreement as a minimum.

8.03 Upon determining that a committee of members have one or more mutual interest, or interests, as set out above, making it desirable for them to confer with regard thereto, they shall give written notice to the Chairman of the Conference and to all other members of the Conference of the intent to form a committee to meet and discuss such mutual interest or interests and shall advise the membership of the time, date and place of the first meeting of such committee and shall invite all other members who share the same interests to join the committee. At the first meeting, the committee shall be informed, the initial membership thereof designated, and a Chairman shall be elected from among the group who shall notify the Conference Chairman in writing of the formation and membership of the committee.

8.04 Each such committee shall keep accurate minutes of each meeting, whether in person or by telephone conference, recording each action taken, and such minutes shall be promptly filed with the Conference Chairman. Each such committee shall also make an oral report of subjects discussed and actions taken within the committee to the full Conference membership at each Conference

meeting, same to include all activities since the last report to the Conference membership.

8.05 Any committee formed under this article shall be entitled to have and exercise all the applicable rights, privileges and processes as set out in this agreement, and which are available to the members of the Gulf Seaports Marine Terminal Conference as a whole.

ARTICLE IX

Meetings

9.01 Regular meetings of the Conference shall be held at least two times a year, as scheduled by the Chairman.

9.02 Special meetings of the Conference may be called by the Chairman at his own discretion or upon written request of one third (1/3) of the members. The purpose of such special meeting shall be set forth in a notice which shall be mailed by the secretary to the members at least ten (10) days before the date of the meeting, and no business other than that for which the meeting is called shall be transacted, provided however, if all members are present and unanimously agree, any other matters within the scope of this agreement may be dealt with at such meeting.

9.03 The Secretary shall give each member thirty (30) days prior written notice of a regular meeting with a written agenda of the matters to be considered.

9.04 Any member may recommend to the Chairman matters to be included on the agenda for each meeting but all matters on the agenda must be within the scope of this agreement.

9.05 The Chairman, at his discretion, when in his judgment time is of the essence, may call a meeting by telephone and fix the date and purpose thereof.

9.06 A quorum at any meeting of the Conference shall consist of a representation of not less than one-half of the members.

9.07 For the purpose of transacting business at a meeting of any committee, a quorum shall consist of not less than two-thirds of the entire membership of said Committee.

9.08 The rules contained in the current edition of Robert's Rules of Order shall govern the Conference in all cases to which they are applicable and in which they are not inconsistent with this Agreement, or any special rules of order the Conference may adopt.

ARTICLE X

Voting

10.01 Except as otherwise provided, all actions shall be taken in behalf of the Conference by a two-thirds vote of the members.

10.02 Each member shall be entitled to one vote on any matter requiring such action and that vote shall be cast by the representative of each member who has been designated by the member at the beginning of the meeting or by the holder of a written proxy from such member.

10.03 No member of the Conference shall have the right to vote at any meeting, or to be represented on any committee or to participate in any other Conference activity, if delinquent in the payment of any assessment.

ARTICLE XI

Finances

11.01 Each member shall be responsible for the expenses of its own representatives attending any meeting held under the provisions of this agreement.

11.02 For the convenience of the members the Chairman, or his designee, may arrange for the cost of the meeting to be billed to one member. That member, or the secretary-treasurer, may then assess each member his pro rata share of the meeting expense.

11.03 Members shall be considered delinquent if they fail to pay any assessment within 30 days of receipt of invoice.

ARTICLE XII

Amendments

12.01 This Agreement may be amended at any regular or special meeting of the membership of the Conference. Any proposal to amend this Agreement shall be submitted in writing to the membership 14 days in advance of the meeting at which it is to be considered. A two-thirds majority vote of all the parties hereto shall be required for adoption of any amendment.

12.02 No amendments of this Agreement shall become effective until approved, or an effective date established, by the Federal Maritime Commission pursuant to the Shipping Act of 1916 as amended and the Shipping Act of 1984.

ARTICLE XIII

Shipper Complaints

13.01 Any user of the services or facilities of the members of the Conference or any other interested party desiring a hearing before the Conference with regard to rates, charges, rules and regulations contained in the respective tariffs of the parties hereto which were adopted and filed pursuant to this agreement, may apply for and shall be granted a hearing thereon before appropriate representatives of the Conference.

13.02 Requests and complaints made pursuant to Section 13.01 above with respect to any such rates, charges, rules and regulations and/or practices, adopted pursuant to this agreement, may be made by filing a statement thereof with the Chairman or with the director of any one of the members of the Conference at the address published in the respective tariffs of said members.

13.03 The Conference Chairman shall promptly give notice by mail to such shipper or complainant of the docketing of the matter and of the date of the proposed meeting of the members of the Conference at which the subject will be considered. If said shipper or complainant desires to be heard, he shall make a request therefor to the Chairman in advance of the meeting.

13.04 The parties hereto shall publish in their respective tariffs full instructions as to where and by what method shippers may file such requests and complaints, as well as any and all changes made in such instructions.

13.05 The Secretary-treasurer shall maintain for a period of two years a complete record of requests and complaints filed by shippers or complainants.

13.06 Any action by the Conference pursuant to this article will not abridge the right of individual action under the provisions of Article XIV.

ARTICLE XIV

Independent Action

14.01 With respect to any actions to be taken or procedures to be followed under this Agreement, any party hereto, after ten days' written notice to the other members of the Conference, may take action or follow procedures independent of those agreed upon by the Conference.

ARTICLE XV

Effective Date

15.01 This Agreement shall become effective upon approval by the Federal Maritime Commission pursuant to Section 15 of the Shipping Act of 1916 as amended and Section 5 of the Shipping Act of 1984.

ARTICLE XVI

Miscellaneous

16.01 Any reference herein to a person of one gender shall be construed to refer to persons of either gender.

In Witness Whereof, the parties hereto have caused this Agreement to be executed, in multiple copies, by their respective offices, thereunto duly authorized, as of the day, month and year hereinabove first written.


There follows on separate pages, duly executed and acknowledged signatures of authorized officials of each member party hereto.

CERTIFICATION

I CLIFFORD E. CLAYTON, Secretary of the Board of Commissioners of the Port of New Orleans, do hereby certify that the following is a true and correct copy of a Resolution adopted by the Board at a duly scheduled and convened meeting of the Board held at its offices in the City of New Orleans on the 28th day of September, 1995, at which a quorum was present and voted in favor of said Resolution:

IT IS HEREBY RESOLVED BY THE BOARD OF COMMISSIONERS OF THE PORT OF NEW ORLEANS that its President and Chief Executive Officer J. Ron Brinson be, and he is, hereby authorized, directed and empowered on behalf of this Board to enter into and execute an agreement titled "Gulf Seaports Marine Terminal Conference Cooperative Working Agreement" with other governmental entities owning and operating public seaport facilities on the United States Gulf Coast pursuant to the provisions of the Shipping Acts of 1916 and 1984, as amended, for the purpose of meeting, discussing, consulting and establishing terminal rates, charges, classifications, rules, regulations and practices applicable to and governing the use and operation of the public wharves and other terminal facilities at the respective ports of said governmental entities and to take any and all such other actions in connection therewith as may in his discretion be in the best interests of this Board and necessary to carry out the purposes of the said agreement and this resolution.

THUS DONE AND SIGNED by me under the seal of the Board of Commissioners of the Port of New Orleans this 28th day of September, 1995.



CLIFFORD E. CLAYTON
SECRETARY

BOARD OF COMMISSIONERS OF
THE PORT OF NEW ORLEANS

THIS AGREEMENT, executed on the 14th day of ^{DECEMBER}~~November~~, 1995, by the Board of Commissioners of the Port of New Orleans, a political subdivision of the State of Louisiana, herein represented by and through its President and Chief Executive Officer, duly authorized by resolution adopted on the 28th day of September, 1995, a certified copy of which is annexed hereto.

WITNESSES:

BOARD OF COMMISSIONERS OF
THE PORT OF NEW ORLEANS

Kyle L. Good
Abner U. Drendel

By: J. Ron Brinson
J. Ron Brinson
President and
Chief Executive Officer

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, a notary public in and for the State of Louisiana, personally came and appeared J. Ron Brinson, to me well known, who signed the foregoing agreement entitled **GULF SEAPORTS MARINE TERMINAL CONFERENCE COOPERATIVE WORKING AGREEMENT** in my presence and in the presence of the subscribing witnesses and who, being duly sworn, did depose and say that he signed the same as the free act and deed of the said Board of Commissioners of the Port of New Orleans, as he was duly authorized to do, for the objects and purposes therein set forth.

[Signature]
Notary Public in and for
the State of Louisiana

My commission is for life.

THIS AGREEMENT, executed as of the 24th day of October, 1995, by the Lake Charles Harbor and Terminal District, a (governmental agency, body politic or other) of the State of Louisiana, herein represented by and through its Executive Director, Ulysses J. de St. Germain, Jr., duly authorized by resolution adopted by the governing body thereof on the 11th day of September, 1995, certified copy of which is annexed hereto.

WITNESSES:

LAKE CHARLES HARBOR AND TERMINAL
DISTRICT:

Bernadette L. Couville

BY: Ulysses J. de St. Germain, Jr.
EXECUTIVE DIRECTOR

Eva L. Frank

STATE OF LOUISIANA

COUNTY (PARISH) OF CALCASIEU

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Louisiana, personally came and appeared Ulysses J. de St. Germain, Jr., to me well known, who signed the foregoing agreement entitled GULF SEAPORTS MARINE TERMINAL CONFERENCE COOPERATIVE WORKING AGREEMENT in my presence and in presence of the subscribing Witnesses and who, being duly sworn, did depose and say that he signed the same as the free act and deed of the said Lake Charles Harbor and Terminal District, as he was duly authorized to do, for the objects and purposes therein set forth.

Linda S. Manuel
Notary Public in and for the
State of Louisiana

My commission expires at my death.

RESOLUTION OF THE GREATER BATON ROUGE PORT COMMISSION
REGARDING MEMBERSHIP IN THE GULF SEAPORTS MARINE TERMINAL CONFERENCE

WHEREAS, the Greater Baton Rouge Port Commission, a political subdivision of and existing under the laws of the state of Louisiana, is the owner and operator of public port facilities on the United States Gulf Coast named the Port of Greater Baton Rouge; and

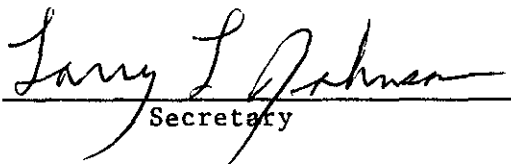
WHEREAS, the Gulf Seaports Marine Terminal Conference is a conference of publicly owned seaports on the United States Gulf Coast organized to meet, discuss, consult and establish terminal rates, charges, classifications, rules, regulations and practices applicable to and governing the use and operation of the public wharves and other terminal facilities at the respective ports of the members of said organization pursuant to the provisions of the Shipping Acts of 1916 and 1984, as amended; and

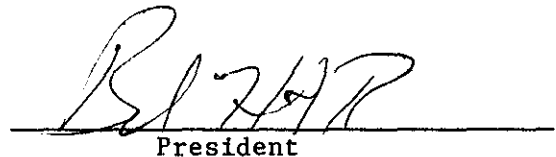
WHEREAS, it is expedient and in the best interests of the Port of Greater Baton Rouge to become a member of the Gulf Seaports Marine Terminal Conference.

NOW, THEREFORE, BE IT RESOLVED by the Greater Baton Rouge Port Commission that Gary K. Pruitt, as the Executive Director of the port of Greater Baton Rouge, is hereby authorized, directed and empowered, for and on behalf of this Commission, to enter into and execute the agreement entitled "Gulf Seaports Marine Terminal Conference Cooperative Working Agreement" with other governmental entities owning and operating public seaport facilities on the United States Gulf Coast pursuant to the provisions of the Shipping Acts referred to above, as amended, for the purpose of meeting, discussing, consulting and establishing terminal rates, charges, classifications, rules, regulations and practices applicable to and government the use and operation of the public wharves and other terminal facilities at the respective ports of said governmental entities, and to take any and all action in connection therewith and in behalf of said Port of Greater Baton Rouge as may be in the best interests thereof and necessary to carry out the purposes of said agreement.

ADOPTED with a quorum present and voting this the 22nd day of June, 1995.

ATTEST:


Secretary


President

THIS AGREEMENT, executed on the 22nd day of June 1995 by the Port of Greater Baton Rouge, a political subdivision of the state of Louisiana, herein represented by and through its Executive Director, Gary K. Pruitt, duly authorized by resolution adopted by the governing body thereof on the 22nd day of June 1995, a certified copy of which is annexed hereto.

WITNESSES:

PORT OF GREATER BATON ROUGE

B. J. H. R.

By:

Gary K. Pruitt

Larry L. Johns

STATE OF LOUISIANA

EAST BATON ROUGE PARISH

BEFORE ME, the undersigned authority, a notary public in and for the state of Louisiana, personally came and appeared Gary K. Pruitt, to me well known, who signed the foregoing agreement entitled GULF SEAPORTS MARINE TERMINAL CONFERENCE COOPERATIVE WORKING AGREEMENT in my presence and in the presence of the subscribing witnesses and who, being duly sworn, did depose and say that he signed the same as the free act and deed of the said Gary K. Pruitt in his capacity as Executive Director of an on behalf of the Port of Greater Baton Rouge, as he was duly authorized to do, for the objects and purposes therein set forth.

J. B. W. W.
Notary Public in and for
the state of Louisiana

My commission is for life.

RESOLUTION OF THE ORANGE COUNTY NAVIGATION AND PORT DISTRICT
REGARDING MEMBERSHIP IN THE GULF SEAPORTS MARINE TERMINAL
CONFERENCE.

WHEREAS, the Orange County Navigation and Port District, a governmental agency and body politic organized and existing under the laws of the State of Texas, is the owner and operator of public port facilities on the United States Gulf Coast named the Port of Orange, and

WHEREAS, the Gulf Seaports Marine Terminal Conference is a conference of publicly owned seaports on the United States Gulf Coast organized to meet, discuss, consult and establish terminal rates, charges, classifications, rules, regulations and practices applicable to and governing the use and operation of the public wharves and other terminal facilities at the respective ports of the members of said organization pursuant to the provisions of the Shipping Acts of 1916 and 1984, as amended, and

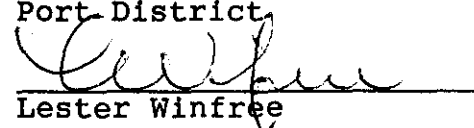
WHEREAS, it is expedient and in the best interests of this Port Authority to become a member of the Gulf Seaports Marine Terminal Conference.

NOW THEREFORE, BE IT RESOLVED by a duly enacted motion of the Board of Commissioners that Lester Winfree as the President of the Orange County Navigation and Port District is hereby authorized, directed and empowered, for and on behalf of this body, to enter into and execute the agreement entitled "Gulf Seaports Marine Terminal Conference Cooperative Working Agreement" with other governmental entities owning and operating public seaport facilities on the United States Gulf Coast pursuant to the provisions of the Shipping Acts referred to above, as amended, for the purpose of meeting, discussing consulting and establishing terminal rates, charges, classifications, rules, regulations and practices applicable to and governing the use and operation of the public wharves and other terminal facilities at the respective ports of said governmental entities, and to take any and all action in connection therewith and in behalf of said Orange County Navigation and Port District as may be in the best interests thereof and necessary to carry out the purposes of said agreement.

ADOPTED, with a quorum present and voting this the 11th day of September, 1995.

ATTEST:



John W. Young Jr.
Secretary/Treasurer

Orange County Navigation and
Port District
By: 
Lester Winfree
President

THIS AGREEMENT, executed as of the 11th day of September, 1995, by the Orange County Navigation and Port District, a governmental body and body politic of the State of Texas herein represented by and through its President, duly authorized by resolution adopted by the governing body thereof on the 11th day of September, 1995, certified copy of which is annexed hereto.

WITNESSES:

Orange County Navigation
and Port District



Faye Black

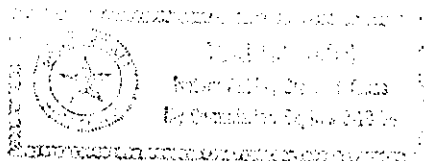
By 


Lester Winfree, President

STATE OF TEXAS

COUNTY OF ORANGE

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, personally came and appeared Lester Winfree, to me well known, who signed the foregoing agreement entitles GULF SEAPORTS MARINE TERMINAL CONFERENCE COOPERATIVE WORKING AGREEMENT in my presence and in the presence of the subscribing Witnesses and who, being duly sworn, did depose and say that he signed the same as the free act and deed of the said Orange County and Port District, as he was duly authorized to do, for the objects and purposes therein set forth.





Notary Public in and for
the State of Texas

My commission expires February 18, 1998.

RESOLUTION NO. 95-11
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE MISSISSIPPI STATE
PORT AUTHORITY REGARDING MEMBERSHIP IN THE GULF SEAPORTS MARINE
TERMINAL CONFERENCE

Whereas, the Mississippi State Port Authority, a government body, organized and existing under the laws of the State of Mississippi, is the owner and operator of public port facilities on the United States Gulf Coast named the Port of Gulfport, and

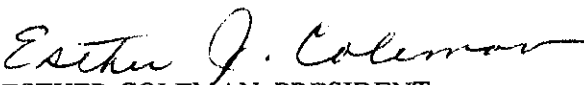
Whereas, the Gulf Seaports Marine Terminal Conference is a conference of publicly owned seaports on the United States Gulf Coast organized to meet, discuss consult and establish terminal rates, charges, classifications, rules, regulations and practices applicable to and governing the use and operation of the public wharves and other terminal facilities at the respective ports of the members of said organization pursuant to the provisions of the Shipping Acts of 1916 and 1984, as amended, and

Whereas, it is expedient and in the best interests of this Port Authority to become a member of the Gulf Seaports Marine Terminal Conference.


NOW THEREFORE the Mississippi State Port Authority Board of Commissioners, does hereby resolve, determine and order that:

Anthony J. Taormina as Executive Director of the Mississippi State Port Authority is hereby authorized, directed, and empowered, for and on behalf of this Authority, to enter into and execute the agreement entitled "Gulf Seaport Marine Terminal Conference Cooperative Working Agreement" with other governmental entities owning and operating public seaport facilities on the United States Gulf Coast pursuant to the provisions of the Shipping Act referred to above, as amended, for the purpose of meeting, discussing consulting and establishing terminal rates, charges, classifications, rules, regulations and practices applicable to and governing the use and operation of public wharves and other terminal facilities at the respective ports of said governmental entities, and to take any and all action in connection therewith and in behalf of said Mississippi State Port Authority as may be in the best interests thereof and necessary to carry out the purpose of said agreement.

APPROVED, ADOPTED, AND SIGNED this 22nd day of June 1995.


ESTHER COLEMAN, PRESIDENT
Board of Commissioners
Mississippi State Port Authority

ATTEST:


CHARLES A. WEBB, JR., SECRETARY
Board of Commissioners
Mississippi State Port Authority

THIS AGREEMENT, executed as of the 22nd day of June, by the Mississippi State Port Authority, a governmental agency of the State of Mississippi, herein represented by and through its Executive Director, Anthony J. Taormina, duly authorized by resolution adopted by the governing body thereof on the 22nd day of June, 1995, certified copy of which is annexed hereto.

WITNESSES:

Sylvia D. Garriga

Robert A Burns

MISSISSIPPI STATE PORT AUTHORITY

By: Anthony J. Taormina

Executive Director

STATE OF MISSISSIPPI
COUNTY OF HARRISON

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Mississippi, personally came and appeared Anthony J. Taormina, to me well known, who signed the foregoing agreement entitled GULF SEAPORTS MARINE TERMINAL CONFERENCE COOPERATIVE WORKING AGREEMENT in my presence and in the presence of the subscribing Witnesses and who, being duly sworn, did depose and say that he signed the same as the free act and deed of the said Mississippi State Port Authority, as he was duly authorized to do, for the objects and purposes therein set forth.

Anthony J. Taormina
Notary Public in and for the
State of Mississippi

My commission expires _____ My Commission Expires Mar. 4, 1998

**RESOLUTION OF THE PORT OF BEAUMONT NAVIGATION DISTRICT
OF JEFFERSON COUNTY, TEXAS
REGARDING MEMBERSHIP IN THE GULF SEAPORTS MARINE TERMINAL CONFERENCE**

WHEREAS, the Port of Beaumont Navigation District of Jefferson County, Texas, a body politic organized and existing under the laws of the State of Texas, is the owner and operator of public port facilities on the United States Gulf Coast named the Port of Beaumont, and

WHEREAS, the Gulf Seaports Marine Terminal Conference is a conference of publicly owned seaports on the United States Gulf Coast organized to meet, discuss, consult and establish terminal rates, charges, classifications, rules, regulations and practices applicable to and governing the use and operation of the public wharves and other terminal facilities at the respective ports of the members of said organization pursuant to the provisions of the Shipping Acts of 1916 and 1984, as amended, and

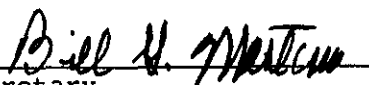
WHEREAS, it is expedient and in the best interests of this Port Authority to become a member of the Gulf Seaports Marine Terminal Conference.

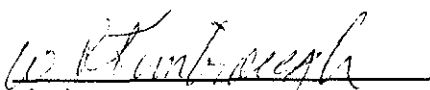
NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Port of Beaumont Navigation District of Jefferson County, Texas, that Bill G. Masters as the Port Director is hereby authorized, directed and empowered, for and on behalf of this Commission, to enter into and execute the agreement entitled "Gulf Seaports Marine Terminal Conference Cooperative Working Agreement" with other governmental entities owning and operating public seaport facilities on the United States Gulf Coast pursuant to the provisions of the Shipping Acts referred to above, as amended, for the purpose of meeting, discussing consulting and establishing terminal rates, charges, classifications, rules, regulations and practices applicable to and governing the use and operation of the public wharves and other terminal facilities at the respective ports of said governmental entities, and to take any and all action in connection therewith and in behalf of said Commission as may be in the best interests thereof and necessary to carry out the purposes of said agreement.

ADOPTED, with a quorum present and voting this the 28th day of September, 1995.

ATTEST:

AUTHORITY:

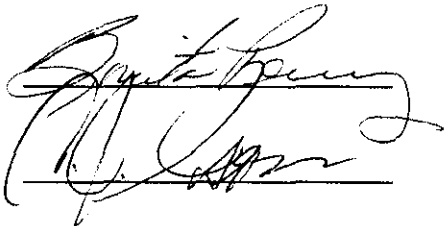

Secretary


Chairman

THIS AGREEMENT, executed as of the 28th day of September, 1995, by the Port of Beaumont, a body politic of the State of Texas, herein represented by and through its Port Director, Bill G. Masters, duly authorized by resolution adopted by the governing body thereof on the 28th day of September, 1995, certified copy of which is annexed hereto.

WITNESSES:

PORT OF BEAUMONT



By

Port Director



STATE OF TEXAS

COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, personally came and appeared Bill G. Masters, to me well known, who signed the foregoing agreement entitled **GULF SEAPORTS MARINE TERMINAL CONFERENCE COOPERATIVE WORKING AGREEMENT** in my presence and in the presence of the subscribing Witnesses and who, being duly sworn, did depose and say that he signed the same as the free act and deed of the said Port of Beaumont Navigation District of Jefferson County, Texas, as he was duly authorized to do, for the objects and purposes therein set forth.



Notary Public in and for
the State of Texas

My commission expires 3/13/99.

R E S O L U T I O N

BE IT AND IT IS HEREBY RESOLVED, by the Port Commission of the Port of Houston Authority of Harris County, Texas, a governmental agency and body politic of the State of Texas that H. Thomas Kornegay, its Executive Director, is hereby authorized and empowered for and on behalf of said Commission, to enter into an agreement with the Board of Commissioners of the Port of New Orleans, the Board of Commissioners of Lake Charles Harbor and Terminal District, the Greater Baton Rouge Port Commission, Orange County Navigation and Port District of Orange, Texas, Mississippi State Port Authority at Gulfport, Gulfport, Mississippi, the Board of Commissioners of the Port of Beaumont Navigation District of Jefferson County, Texas, the Board of Trustees of the Galveston Wharves, the Alabama State Docks Department, Mobile, Alabama, South Louisiana Port Commission, LaPlace, Louisiana, the Board of Navigation and Canal Commissioners of the Brownsville Navigation District of Cameron County, Texas, the Board of Commissioners of the Port of Port Arthur Navigation District of Jefferson County, Texas, the Board of Commissioners of the Tampa Port Authority of Hillsborough County, Florida, the Port of Pensacola, Panama City Port Authority, the Brazos River Harbor Navigation District of Brazoria County, Texas, the Port of Corpus Christi Authority of Nueces County, Texas and the Jackson County Port Authority, Pascagoula, Mississippi, pursuant to the provisions of Section 15, Shipping Act, 1916, as amended, and the Shipping Act of 1984, under which agreement the said port authorities will associate themselves into an organization to be known as "GULF SEAPORTS MARINE TERMINAL

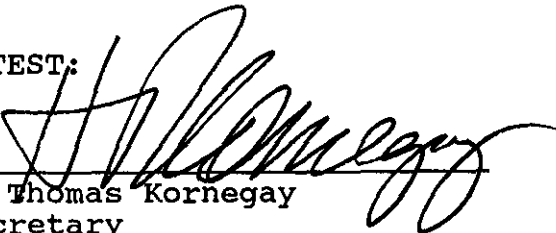
CONFERENCE," for the purpose of consulting with one another with relation to, and to establish, port terminal rates, charges, and rules and regulations for or in connection with services and facilities, including, but not limited thereto, wharfage (tollage), dockage, sheddage, free time, demurrage, usage, storage, handling, loading and unloading, licenses, preferential assignments, and other privileges, charges classifications, rules, regulations and practices.

BE IT AND IT IS HEREBY FURTHER RESOLVED, that said H. Thomas Kornegay is further empowered to take any and all action, in behalf of said Commission, as may be in the interest of said Commission and necessary in carrying out the purposes of said agreement. Further, the Chairman is hereby authorized to execute and the Secretary to attest this Resolution on this the 20th day of December, 1995.

PORT OF HOUSTON AUTHORITY
OF HARRIS COUNTY, TEXAS


Ned Holmes
Chairman

ATTEST:


H. Thomas Kornegay
Secretary

(SEAL)

THIS AGREEMENT, executed as of the 20th day of December 1995, by the Port of Houston Authority, under and by virtue of the laws of the State of Texas, herein represented by and through its Port Director, H. Thomas Kornegay, herein duly authorized by resolution adopted by said agency on the 20th day of December 1995, certified copy of which is annexed hereto.

WITNESSES:

PORT OF HOUSTON AUTHORITY

Matthew T. Will

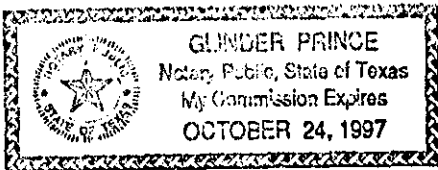
By H. Thomas Kornegay
H. Thomas Kornegay
Executive Director

William Colburn

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, personally came and appeared H. T. Kornegay, to me well known, who signed the foregoing agreement entitled GULF SEAPORTS MARINE TERMINAL CONFERENCE in my presence and in the presence of the subscribing Witnesses and who being duly sworn, did depose and say that he signed the same as the free act and deed of the said Corporation, as he was duly authorized to do, for the objects and purposes therein set forth.



Glinder Prince
Notary Public in and for
the State of Texas

My commission expires 10/24/97.

**RESOLUTION OF THE BOARD OF TRUSTEES
OF THE GALVESTON WHARVES
REGARDING MEMBERSHIP IN THE GULF SEAPORTS
MARINE TERMINAL CONFERENCE**

WHEREAS, the Board of Trustees of the Galveston Wharves, a public entity organized and existing under the laws of the State of Texas, is the owner and operator of public port facilities on the United States Gulf Coast named the Port of Galveston, and

WHEREAS, the Gulf Seaports Marine Terminal Conference is a conference of publicly owned seaports on the United States Gulf Coast organized to meet, discuss consult and establish terminal rates, charges, classifications, rules, regulations and practices applicable to and governing the use and operation of the public wharves and other terminal facilities at the respective ports of the members of said organization pursuant to the provisions of the Shipping Acts of 1916 and 1984, as amended, and

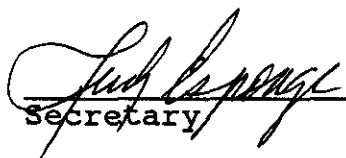
WHEREAS, it is expedient and in the best interests of this Port Authority to become a member of the Gulf Seaports Marine Terminal Conference.

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the Galveston Wharves that Ernest Connor as the General Manager of the Port of Galveston is hereby authorized, directed and empowered, for and on behalf of this Board, to enter into and execute the agreement entitled "Gulf Seaports Marine Terminal Conference Cooperative Working Agreement" with other governmental entities owning and operating public seaport facilities on the United States Gulf Coast pursuant to the provisions of Shipping Acts referred to above, as amended, for the purpose of meeting, discussing consulting and establishing terminal rates, charges, classifications, rules, regulations and practices applicable to and governing the use and operation of the public wharves and other terminal facilities at the respective ports of said governmental entities, and to take any and all action in connection therewith and on behalf of said Board of Trustees of the Galveston Wharves as may be in the best interests thereof and necessary to carry out the purposes of said agreement.

ADOPTED with a quorum present and voting this the 21st day of September, 1995.

ATTEST:

BOARD OF TRUSTEES OF THE
GALVESTON WHARVES


Secretary

By: 
General Manager

THIS AGREEMENT, executed as of the 26th day of September, 1995, by the Board of Trustees of the Galveston Wharves, a public entity of the State of Texas, herein represented by and through its General Manager, Ernest Connor, duly authorized by resolution adopted by the governing body thereof on the 26th day of September, 1995, certified copy of which is annexed hereto.

WITNESSES:

BOARD OF TRUSTEES OF THE
GALVESTON WHARVES

Bernie Cuman

By: Ernest Connor
General Manager

Judy DePouge

STATE OF TEXAS
COUNTY OF GALVESTON

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, personally came and appeared Ernest Connor, to me well known, who signed the foregoing agreement entitled GULF SEAPORTS MARINE TERMINAL CONFERENCE COOPERATIVE WORKING AGREEMENT in my presence and in the presence of the subscribing witnesses and who, being duly sworn, did depose and say that he signed the same as the free act and deed of the said Board of Trustees of the Galveston Wharves, as he was duly authorized to do, for the objects and purposes therein set forth.

Jannine Laark
Notary Public in and for
the State of Texas

**RESOLUTION OF THE Alabama State Docks Department
REGARDING MEMBERSHIP IN THE GULF SEAPORTS MARINE TERMINAL
CONFERENCE.**

WHEREAS, _____, a (public entity, governmental body, body politic, or other) organized and existing under the laws of the State of _____, is the owner and operator of public port facilities on the United States Gulf Coast named the Port of _____, and

WHEREAS, the Gulf Seaports Marine Terminal Conference is a conference of publicly owned seaports on the United States Gulf Coast organized to meet, discuss consult and establish terminal rates, charges, classifications, rules, regulations and practices applicable to and governing the use and operation of the public wharves and other terminal facilities at the respective ports of the members of said organization pursuant to the provisions of the Shipping Acts of 1916 and 1984, as amended, and

WHEREAS, it is expedient and in the best interests of this Port Authority to become a member of the Gulf Seaports Marine Terminal Conference.

NOW THEREFORE, BE IT RESOLVED by Alabama State Docks that Jack E. Ravan as the Director and CEO of Alabama State Docks is hereby authorized, directed and empowered, for and on behalf of this State Port Authority, to enter into and execute the agreement entitled "Gulf Seaports Marine Terminal Conference Cooperative Working Agreement" with other governmental entities owning and operating public seaport facilities on the United States Gulf Coast pursuant to the provisions of the Shipping Acts referred to above, as amended, for the purpose of meeting, discussing consulting and establishing terminal rates, charges, classifications, rules, regulations and practices applicable to and governing the use and operation of the public wharves and other terminal facilities at the respective ports of said governmental entities, and to take any and all action in connection therewith and in behalf of said Alabama State Docks as may be in the best interests thereof and necessary to carry out the purposes of said agreement.

ADOPTED, with a quorum present and voting this the 11 day of _____, 1995.

ATTEST:

Alabama State Docks Authority

Larry R. Downs
Secretary

By: Jack E. Ravan
Jack E. Ravan

THIS AGREEMENT, executed as of the 8th day of November, 1995, by the Port of Mobile, a (governmental agency) body politic or other) of the State of Alabama, herein represented by and through its Director, duly authorized by resolution adopted by the governing body thereof on the 8th day of November, 1995, certified copy of which is annexed hereto.

WITNESSES:

PORT OF

[Signature]

By Jack E. Ravan
Port Director

STATE OF Alabama
COUNTY (PARISH) OF Mobile

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Alabama, personally came and appeared Jack E. Ravan, to me well known, who signed the foregoing agreement entitled **GULF SEAPORTS MARINE TERMINAL CONFERENCE COOPERATIVE WORKING AGREEMENT** in my presence and in the presence of the subscribing Witnesses and who, being duly sworn, did depose and say that he signed the same as the free act and deed of the said Alabama State Docks Dept., as he was duly authorized to do, for the objects and purposes therein set forth.

Martha D. Zelder
Notary Public in and for
the State of Alabama

My commission expires 4-15-97.

**RESOLUTION OF THE SOUTH LOUISIANA PORT COMMISSION REGARDING
MEMBERSHIP IN THE GULF SEAPORTS MARINE TERMINAL CONFERENCE.**

WHEREAS, SOUTH LOUISIANA PORT COMMISSION, a (public entity governmental body, body politic, or other) organized and existing under the laws of the State of **LOUISIANA**, is the owner and operator of public port facilities on the United States Gulf Coast named the **SOUTH LOUISIANA PORT COMMISSION**, and.

WHEREAS, the Gulf Seaports Marine Terminal Conference is a conference of publicly owned seaports on the United States Gulf Coast organized to meet, discuss, consult, and establish terminal rates, charges, classifications, rules, regulations and practices applicable to and governing the use and operation of the public wharves and other terminal facilities at the respective ports of the members of said organization pursuant to the provisions of the Shipping Acts of 1916 and 1984, as amended, and

WHEREAS, it is expedient and in the best interests of the Port Authority to become a member of the Gulf Seaports Marine Terminal Conference.

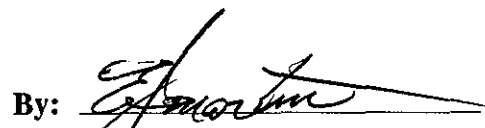
NOW, THEREFORE, BE IT RESOLVED by **UNANIMOUS VOTE** that **RICHARD J. CLEMENTS** as the **EXECUTIVE DIRECTOR** of **SOUTH LOUISIANA PORT COMMISSION** is hereby authorized, directed and empowered, for and on behalf of this **COMMISSION**, to enter into and execute the agreement entitled "Gulf Seaports Marine Terminal Conference Cooperative Working Agreement" with other governmental entities owning and operating public seaport facilities on the United States Gulf Coast pursuant to the provisions of the Shipping Acts referred to above, as amended, for the purpose of meeting, discussing, consulting, and establishing terminal rates, charges, classifications, rules, regulations and practices applicable to and governing the use and operation of the public wharves and other terminals facilities at the respective ports of said governmental entities, and to take any and all action in connection therewith and in behalf of said **COMMISSION** as may be in the best interests thereof and necessary to carry out the purposes of said agreement.

ADOPTED, with a quorum present and voting this the **10TH** day of **APRIL**, 1996.

ATTEST:

AUTHORITY

By: 
Secretary

By: 
Chairman

RESOLUTION NO. 95-086

A RESOLUTION approving amended Article IV, Section 4.01 and 4.02 of the Gulf Seaports Marine Terminal Conference agreement.


WHEREAS, Article IV, Section 4.01 and 4.02 of the Gulf Seaports Marine Terminal Conference agreement has been revised; and

WHEREAS, Board approval of the revised agreement is required in order for the District to continue as a member of the Gulf Seaports Marine Terminal.

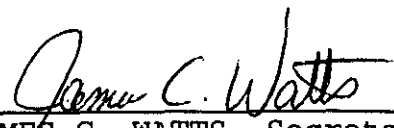
NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE LAKE CHARLES HARBOR AND TERMINAL DISTRICT IN REGULAR SESSION CONVENED THAT:

SECTION 1: All of the foregoing introductory provisions are hereby made a part of this Resolution and the Board of Commissioners of the Lake Charles Harbor and Terminal District does hereby approve the amendment of Article IV, Section 4.01 and 4.02 of Gulf Seaports Marine Terminal Conference agreement as set forth in "Exhibit A" attached hereto and made a part thereof.

THUS PASSED AND ADOPTED at Lake Charles, Louisiana, on this 11th day of September, 1995.


LARRY R. DEROUEN, President

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of a resolution adopted by the Board of Commissioners of the Lake Charles Harbor and Terminal District in regular session convened on this 11th day of September, 1995.


JAMES C. WATTS, Secretary

The Gulf Seaports Marine Terminal Conference has revised Article IV, Section 4.01 and 4.02 of the Gulf Seaports Marine Terminal Conference agreement as follows:

"specifically does not apply to special contractual arrangements involving leases, Section 15 agreements, volume discounts, cost sharing, cost saving or other contractual obligations."

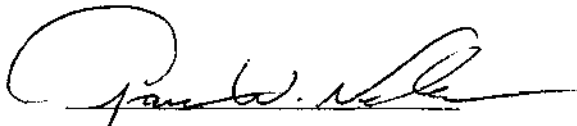

EXHIBIT A

EXHIBIT A

THIS AGREEMENT, executed as of the 10TH day of APRIL, 1996, by the SOUTH LOUISIANA PORT COMMISSION, a (governmental agency, body politic or other) of the State of LOUISIANA, herein represented by and through its PRESIDENT, E. J. MARTIN, duly authorized by resolution adopted by the governing body thereof on the 10TH day of APRIL, 1996, certified copy of which is annexed hereto.

WITNESSES:

SOUTH LOUISIANA PORT COMMISSION

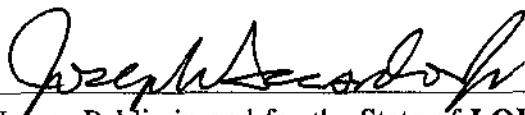



By: 
Executive Director

STATE OF LOUISIANA

PARISH OF ST. JOHN THE BAPTIST PARISH

BEFORE ME, the undersigned authority, a Notary Public in and for the State of LOUISIANA, personally came and appeared RICHARD J. CLEMENTS, to me well known, who signed the foregoing agreement entitled GULF SEAPORT MARINE TERMINAL CONFERENCE COOPERATIVE WORKING AGREEMENT in my presence and in the presence of the subscribing Witnesses and Who, being duly sworn, did depose and say that he signed the same as the free act and deed of the said AGREEMENTS, as he was duly authorized to do, for the objects and purposes therein set forth.


Notary Public in and for the State of LOUISIANA

My commission expires At Death

**A RESOLUTION OF THE BOARD OF NAVIGATION AND CANAL COMMISSIONERS
OF THE BROWNSVILLE NAVIGATION DISTRICT OF CAMERON COUNTY TEXAS:**

**REGARDING MEMBERSHIP IN THE
GULF SEAPORTS MARINE TERMINAL CONFERENCE**

WHEREAS, the Brownsville Navigation District, a public entity organized and existing under the laws of the State of Texas, is the owner and operator of public port facilities on the United States Gulf Coast named the Port of Brownsville, and

WHEREAS, the Gulf Seaports Marine Terminal Conference is a conference of publicly owned seaports on the United States Gulf Coast organized to meet, discuss, consult and establish terminal rates, charges, classifications, rules, regulations and practices applicable to and governing the use and operation of the public wharves and other terminal facilities at the respective ports of the members of said organization pursuant to the provisions of the Shipping Acts of 1916 and 1984, as amended, and

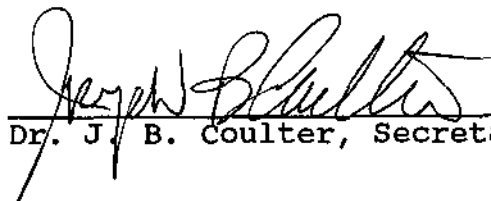
WHEREAS, it is expedient and in the best interests of this Port Authority to become a member of the Gulf Seaports Marine Terminal Conference.

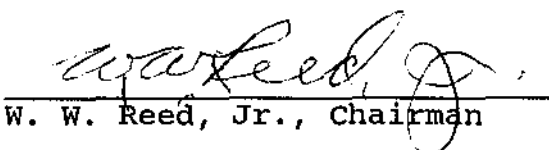
NOW THEREFORE, BE IT RESOLVED by the Board of Navigation and Canal Commissioners of the Brownsville Navigation District of Cameron County, Texas that C. James Kruse as the General Manager and Port Director of the Port of Brownsville is hereby authorized, directed and empowered, for and on behalf of this Commission, to enter into and execute the agreement entitled "Gulf Seaports Marine Terminal Conference Cooperative Working Agreement" with other governmental entities owning and operating public seaport facilities on the United States Gulf Coast pursuant to the provisions of the Shipping Acts referred to above, as amended, for the purpose of meeting, discussing consulting and establishing the terminal rates, charges, classifications, rules, regulations and practices applicable to and governing the use and operation of the public wharves and other terminal facilities at the respective ports of said governmental entities, and to take any and all action in connection therewith and in behalf of said Port of Brownsville as may be in the best interests thereof and necessary to carry out the purposes of said agreement.

ADOPTED, with a quorum present and voting this the 23rd day of August, 1995.

ATTEST:

AUTHORITY:


Dr. J. B. Coulter, Secretary


W. W. Reed, Jr., Chairman

THIS AGREEMENT, executed as of the 23rd day of August, 1995, by the Brownsville Navigation District, a political subdivision of the State of Texas, herein represented by and through its General Manager and Port Director, C. James Kruse, duly authorized by resolution adopted by the governing body thereof on the 23rd day of August, 1995, certified copy of which is annexed hereto.

WITNESSES:

PORT OF BROWNSVILLE

[Signature]
[Signature]

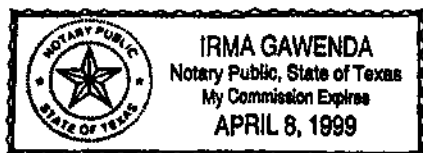
By:

[Signature]
C. James Kruse

STATE OF TEXAS §

COUNTY OF CAMERON §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, personally came and appeared C. James Kruse, to me well known, who signed the foregoing agreement entitled **GULF SEAPORTS MARINE TERMINAL CONFERENCE COOPERATIVE WORKING AGREEMENT** in my presence and in the presence of the subscribing Witnesses and who, being duly sworn, did depose and say that he signed the same as the free act and deed of the said Brownsville Navigation District, as he was duly authorized to do, for the objects and purposes therein set forth.



[Signature]
Irma Gawenda
Notary Public in and for
the State of Texas

My Commission Expires: April 8, 1999

**RESOLUTION OF THE PORT OF PORT ARTHUR NAVIGATION DISTRICT
OF JEFFERSON COUNTY, TEXAS
REGARDING MEMBERSHIP IN THE GULF SEAPORTS MARINE TERMINAL
CONFERENCE**

WHEREAS, Port of Port Arthur, a political sub-division of State of Texas organized and existing under the laws of the State of Texas, is the owner and operator of public port facilities on the United States Gulf Coast named the Port of Port Arthur, and

WHEREAS, the Gulf Seaports Marine Terminal Conference is a conference of publicly owned seaports on the United States Gulf Coast organized to meet, discuss consult and establish terminal rates, charges, classifications, rules, regulations and practices applicable to and governing the use and operation of the public wharves and other terminal facilities at the respective ports of the members of said organization pursuant to the provisions of the Shipping Acts of 1916 and 1984, as amended, and

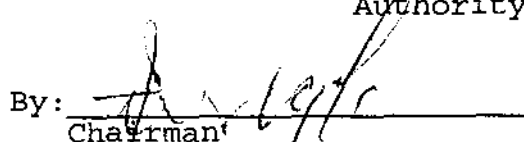
WHEREAS, it is expedient and in the best interests of this Port Authority to become a member of the Gulf Seaports Marine Terminal Conference.

NOW THEREFORE, BE IT RESOLVED by Board of Commissioners of the Port of Port Arthur that Ben Goldstein as the Port Director of Port of Port Arthur is hereby authorized, directed and empowered, for and on behalf of this Board of Commissioners, to enter into and execute the agreement entitled "Gulf Seaport Marine Terminal Conference Cooperative Working Agreement" with other governmental entities owning and operating public seaport facilities on the United States Gulf Coast pursuant to the provisions of the Shipping Acts referred to above, as amended, for the purpose of meeting, discussing consulting and establishing terminal rates, charges, classifications, rules, regulations and practices applicable to and governing the use and operation of the public wharves and other terminal facilities at the respective ports of said governmental entities, and to take any and all action in connection therewith and in behalf of said Board of Commissioners as may be in the best interests thereof and necessary to carry out the purposes of said agreement.

ADOPTED, with a quorum present and voting this the 13th day of September, 1995.

ATTEST:


Secretary

Authority
By: 
Chairman

THIS AGREEMENT, executed as of the 13th day of September, 1995, by the Port of Port Arthur, a political subdivision of the State of Texas, herein represented by and through its Port Director, Ben Goldstein, duly authorized by resolution adopted by the governing body thereof on the 9th day of November, 1994, certified copy of which is annexed hereto.

WITNESSES:

Orlando N. Gurnie
ALH

PORT OF PORT ARTHUR

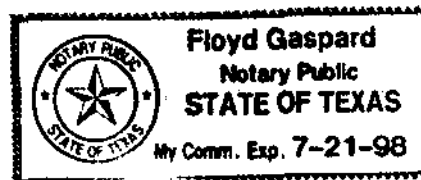
By Ben Goldstein
Port Director

STATE OF TEXAS

COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, personally came and appeared Ben Goldstein, to me well known, who signed the foregoing agreement entitled **GULF SEAPORTS MARINE TERMINAL CONFERENCE COOPERATIVE WORKING AGREEMENT** in my presence and in the presence of the subscribing Witnesses and who, being duly sworn, did depose and say that he signed the same as the free act and deed of the said Board of Commissioners, as he was duly authorized to do, for the objects and purposes therein set forth.

Floyd Gaspard
Notary Public in and for
the State of Texas



**RESOLUTION OF THE TAMPA PORT AUTHORITY
REGARDING MEMBERSHIP IN THE
GULF SEAPORTS MARINE TERMINAL CONFERENCE.**

WHEREAS, the Tampa Port Authority, a governmental agency and body politic organized and existing under the laws of the State of Florida, is the owner and operator of public port facilities on the United States Gulf Coast named the Port of Tampa, and

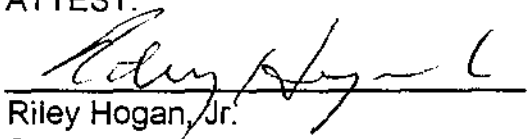
WHEREAS, the Gulf Seaports Marine Terminal Conference is a conference of publicly owned seaports on the United States Gulf Coast organized to meet, discuss consult and establish terminal rates, charges, classifications, rules, regulations and practices applicable to and governing the use and operation of the public wharves and other terminal facilities at the respective ports of the members of said organization pursuant to the provisions of the Shipping Acts of 1916 and 1984, as amended, and

WHEREAS, it is expedient and in the best interests of this Port Authority to become a member of the Gulf Seaports Marine Terminal Conference.

NOW THEREFORE, BE IT RESOLVED BY The Board of Commissioners that Charles A. Towsley as the Interim Port Director is hereby authorized, directed and empowered, for and on behalf of this Board of Commissioners, to enter into and execute the agreement entitled "Gulf Seaports Marine Terminal Conference Cooperative Working Agreement" with other governmental entities owning and operating public seaport facilities on the United States Gulf Coast pursuant to the provisions of the Shipping Acts referred to above, as amended, for the purpose of meeting, discussing consulting and establishing terminal rates, charges, classifications, rules, regulations and practices applicable to and governing the use and operation of the public wharves and other terminal facilities at the respective ports of said governmental entities, and to take any and all action in connection therewith and in behalf of said Board of Commissioners as may be in the best interests thereof and necessary to carry out the purposes of said agreement.

ADOPTED, with a quorum present and voting this the 21st day of September 1995.

ATTEST:


Riley Hogan, Jr.
Secretary

TAMPA PORT AUTHORITY

BY: 
Joseph Garcia
Chairman

THIS AGREEMENT, executed as of the 21st day of September, 1995, by the Tampa Port Authority, a body politic and corporate under and by virtue of the laws of the State of Florida, herein represented by and through its Interim Port Director, Charles A. Towsley, duly authorized by resolution adopted by the governing body thereof on the 21st day of September, 1995, certified copy of which is annexed hereto.

WITNESSES:

[Signature]
[Signature]

PORT OF TAMPA

BY:

[Signature]
Charles A. Towsley
Interim Port Director

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Florida, personally came and appeared Charles A. Towsley to me well known, who signed the foregoing agreement entitled GULF SEAPORTS MARINE TERMINAL CONFERENCE COOPERATIVE WORKING AGREEMENT in my presence and in the presence of the subscribing Witnesses and who, being duly sworn, did depose and say that he signed the same as the free act and deed of the said Tampa Port Authority, as he was duly authorized to do, for the objects and purposes therein set forth.

[Signature]
Notary Public in and for the State of
Florida

My commission expires



SUEAN PERDOMO
MY COMMISSION # 00417815 EXPIRES
October 31, 1998
SUSAN PERDOMO, Notary Public, State of Florida, Inc.

**RESOLUTION OF THE
PORT OF CORPUS CHRISTI AUTHORITY
REGARDING MEMBERSHIP IN THE
GULF SEAPORTS MARINE TERMINAL CONFERENCE**

WHEREAS, the Port of Corpus Christi Authority, a governmental body organized and existing under the laws of the State of Texas, is the owner and operator of public port facilities on the United States Gulf Coast named the Port of Corpus Christi Authority; and

WHEREAS, the Gulf Seaports Marine Terminal Conference is a conference of publicly owned seaports on the United States Gulf Coast organized to meet, discuss, consult and establish terminal rates, charges, classifications, rules, regulations and practices applicable to and governing the use and operation of the public wharves and other terminal facilities at the respective ports of the members of said organization pursuant to the provisions of the Shipping Acts of 1916 and 1984, as amended; and

WHEREAS, it is expedient and in the best interests of this Port Authority to become a member of the Gulf Seaports Marine Terminal Conference;

NOW, THEREFORE, BE IT RESOLVED, by the Port Commission that John P. LaRue as the Executive Director of the Port of Corpus Christi Authority is hereby authorized, directed and empowered, for and on behalf of this Port Commission, to enter into and execute the agreement entitled "Gulf Seaports Marine Terminal Conference Cooperative Working Agreement" with other governmental entities owning and operating public seaport facilities on the United States Gulf Coast pursuant to the provisions of the Shipping Acts referred to above, as amended, for the purpose of meeting, discussing, consulting and establishing terminal rates, charges, classifications, rules, regulations and practices applicable to and governing the use and operation of the public wharves and other terminal facilities at the respective ports of said governmental entities, and to take any and all action in connection therewith and on behalf of said Port Authority as may be in the best interests thereof and necessary to carry out the purposes of said agreement.

ADOPTED, with a quorum present and voting this the 12th day of March, 1996.

ATTEST:

Authority

Richard L. Bonner
Secretary Vice Chairman

By: John P. LaRue
Chairman

THIS AGREEMENT, executed as of the 12th day of March, 1996, by the Port of Corpus Christi Authority, a governmental agency of the State of Texas, herein represented by and through its Executive Director, John P. LaRue, duly authorized by resolution adopted by the governing body thereof on the 12th day of March, 1996, certified copy of which is annexed hereto.

WITNESSES:

G. F. Baker
Maria V. Cruz

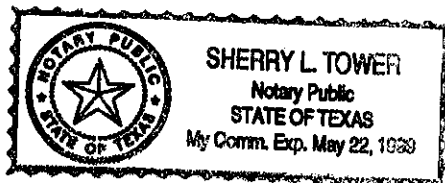
PORT OF CORPUS CHRISTI AUTHORITY

By: John P. LaRue

Executive Director

STATE OF TEXAS
COUNTY OF NUECES

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, personally came and appeared John P. LaRue, to me well known, who signed the foregoing agreement entitled GULF SEAPORTS MARINE TERMINAL CONFERENCE COOPERATIVE WORKING AGREEMENT in my presence and in the presence of the subscribing Witnesses and who, being duly sworn, did depose and say that he signed the same as the free act and deed of the said Port Authority, as he was duly authorized to do, for the objects and purposes therein set forth.



Sherry L. Tower
Notary Public in and for
the State of Texas

My commission expires: 5-22-99.

**RESOLUTION OF THE BRAZOS RIVER HARBOR NAVIGATION DISTRICT
REGARDING MEMBERSHIP IN THE
GULF SEAPORTS MARINE TERMINAL CONFERENCE**

WHEREAS, the Brazos River Harbor Navigation District, a public entity organized and existing under the laws of the State of Texas, is the owner and operator of public port facilities on the United States Gulf Coast named Port Freeport, and

WHEREAS, the Gulf Seaports Marine Terminal Conference is a conference of publicly owned seaports on the United States Gulf Coast organized to meet, discuss, consult and establish terminal rates, charges, classifications, rules, regulations and practices applicable to and governing the use and operation of the public wharves and other terminal facilities at the respective ports of the members of said organization pursuant to the provisions of the Shipping Acts of 1916 and 1984, as amended, and

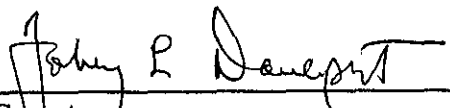
WHEREAS, it is expedient and in the best interests of this Port Authority to become a member of the Gulf Seaports Marine Terminal Conference.

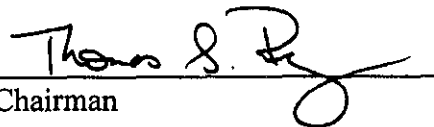
NOW, THEREFORE, BE IT RESOLVED, by the Brazos River Harbor Navigation District that A. J. Reixach, Jr., Executive Port Director of Port Freeport, is hereby authorized, directed and empowered, for and on behalf of the Brazos River Harbor Navigation District, to enter into and execute the agreement entitled "Gulf Seaports Marine Terminal Conference Cooperative Working Agreement", Revised June 1, 1995, with other governmental entities owning and operating public seaport facilities on the United States Gulf Coast pursuant to the provisions of the Shipping Acts referred to above, as amended, for the purpose of meeting, discussing, consulting and establishing terminal rates, charges, classifications, rules, regulations and practices applicable to and governing the use and operation of the public wharves and other terminal facilities at the respective ports of said governmental entities, and to take any and all action in connection therewith and in behalf of said Brazos River Harbor Navigation District as may be in the best interests thereof and necessary to carry out the purposes of said agreement.

ADOPTED, with a quorum present and voting this the 15th day of June, 1995.

ATTEST:

Authority


Secretary

By 
Chairman

THIS AGREEMENT, executed as of the 15th day of June, 1995 by the Port of Freeport, a public entity herein represented by and through its Executive Port Director, A. J. Reixach, Jr., duly authorized by resolution adopted by the governing body thereof on the 15th day of June, 1995, certified copy of which is annexed hereto.

WITNESSES:

PORT OF FREEPORT

Eugene Sawthoff

By *A. J. Reixach, Jr.*
A. J. Reixach, Jr., Executive Port Director

Mary Lampus

STATE OF TEXAS

COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, personally came and appeared A. J. Reixach, Jr., to me well known, who signed the foregoing agreement entitled GULF SEAPORTS MARINE TERMINAL CONFERENCE COOPERATIVE WORKING AGREEMENT in my presence and in the presence of the subscribing witnesses and who, being duly sworn, did depose and say that he signed the same as the free act and deed of the said Brazos River Harbor Navigation District, as he was duly authorized to do for the objects and purposes therein set forth.

Gracie Mitchell
Notary Public in and for the
State of Texas

My Commission Expires: 10-15-98

**RESOLUTION OF THE PANAMA CITY PORT AUTHORITY
REGARDING MEMBERSHIP IN THE GULF SEAPORTS MARINE TERMINAL
CONFERENCE.**

WHEREAS, Panama City Port Authority, a body politic, organized and existing under the laws of The State of Florida, is the owner and operator of public port facilities on the United States Gulf Coast named the Port of Panama City, and

WHEREAS, the Gulf Seaports Marine Terminal Conference is a conference of publicly owned seaports on the United States Gulf Coast organized to meet, discuss consult and establish terminal rates, charges, classifications, rules, regulations and practices applicable to and governing the use and operation of the public wharves and other terminal facilities at the respective ports of the members of said organization pursuant to the provisions of the Shipping Acts of 1916 and 1984, as amended, and

WHEREAS, it is expedient and in the best interests of this Port Authority to become a member of the Gulf Seaports Marine Terminal Conference.

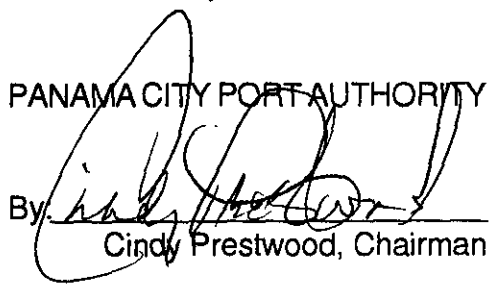
NOW THEREFORE, BE IT RESOLVED by Panama City Port Authority that H. R. "Rudy" Etheredge as the Port Director of Panama City Port Authority is hereby authorized, directed and empowered, for and on behalf of this Panama City Port Authority, to enter into and execute the agreement entitled "Gulf Seaports Marine Terminal Conference Cooperative Working Agreement" with other governmental entities owning and operating public seaport facilities on the United States Gulf Coast pursuant to the provisions of the Shipping Acts referred to above, as amended, for the purpose of meeting, discussing consulting and establishing terminal rates, charges, classifications, rules, regulations and practices applicable to and governing the use and operation of the public wharves and other terminal facilities at the respective ports of said governmental entities, and to take any and all action in connection therewith and in behalf of said Panama City Port Authority as may be in the best interests thereof and necessary to carry out the purposes of said agreement.

ADOPTED, with a quorum present and voting on the 20th day of October, 1995.

ATTEST:

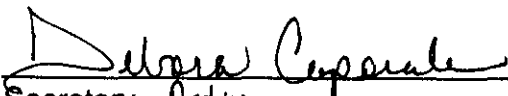

Secretary, Acting

PANAMA CITY PORT AUTHORITY

By 
Cindy Prestwood, Chairman

THE UNDERSIGNED, the duly appointed Secretary of the Panama City Port Authority does hereby certify that the foregoing resolution was duly adopted by the aforesaid body on October 20, 1995 and that the resolution has not been repealed nor amended and is in full force and effect.

DATED the 13th day of November, 1995.


Secretary, Acting

THIS AGREEMENT, is executed by the undersigned pursuant to the resolution of the Panama City Port Authority dated October 20, 1995, a certified copy of which is attached as EXHIBIT "A".

Spain E. Cruz
Jorge J. Torres

PANAMA CITY PORT AUTHORITY

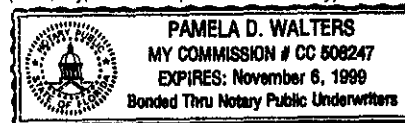
By: H.R. "Rudy" Etheredge
H.R. "Rudy" Etheredge
Port Director

STATE OF FLORIDA
COUNTY OF BAY

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Florida, personally came and appeared H. R. "RUDY" ETHEREDGE, as PORT DIRECTOR, to me personally known, who signed the foregoing agreement entitled **GULF SEAPORTS MARINE TERMINAL CONFERENCE COOPERATIVE WORKING AGREEMENT** in my presence and in the presence of the subscribing witnesses and who, being duly sworn, did depose and say that he signed the same as the free act and deed of the said PANAMA CITY PORT AUTHORITY, as he was duly authorized to do, for the objects and purposes therein set forth.

Pamela D. Walters
Notary Public-State of Florida

(Print, Type or Stamp Name of Notary)



**RESOLUTION
NO. 38-95**

**A RESOLUTION
TO BE ENTITLED**

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF PENSACOLA AUTHORIZING
MEMBERSHIP IN THE GULF SEAPORTS
MARINE TERMINAL CONFERENCE.**

WHEREAS, the City of Pensacola is a Municipal Corporation organized and existing under the laws of the State of Florida, is the owner and operator of public port facilities on the United States Gulf Coast named the Port of Pensacola; and

WHEREAS, the Gulf Seaports Marine Terminal is a conference of publicly owned seaports on the United States Gulf Coast organized to meet, discuss, consult and establish terminal rates, charges, classifications, rules, regulations and practices applicable to and governing the use and operation of the public wharves and other terminal facilities at the respective ports of the members of said organization pursuant to the provisions of the Shipping Acts of 1916 and 1984, as amended, and

WHEREAS, it is expedient and in the best interest of this Port Authority to become a member of the Gulf Seaports Marine Terminal Conference.

NOW, THEREFORE, BE IT RESOLVED THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the City Manager of the City of Pensacola is hereby authorized, directed and empowered, for and on behalf of the City of Pensacola, to enter into and execute the agreement entitled "Gulf Seaports Marine Terminal Conference Cooperative Working Agreement" and to name Tyler Jones, Director of the Port of Pensacola, to act as designee for and on behalf of the City Manager with other governmental entities owning and operating public seaport facilities on the United States Gulf Coast pursuant to the provisions of the Shipping Acts referred to above, as amended, for the purpose of meeting, discussing consulting and establishing terminal rates, charges, classifications, rules, regulations and practices applicable to and governing the use and operation of the public wharves and other terminal facilities at the respective ports of said governmental entities pursuant to said agreement.

Adopted: September 14, 1995

Approved: _____

Mayor

Attest:

Shirley F. Laws
City Clerk

Legal in form and valid if adopted:

Don J. Luten
City Attorney

CERTIFICATION

I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL ORDERED ON FILE IN MY OFFICE. WITNESS MY HAND AND THE CORPORATE SEAL OF THE CITY OF PENSACOLA.

WITNESSED THIS 12th DAY OF

October A.D. 1995

Shirley F. Laws
CITY CLERK OF THE
CITY OF PENSACOLA, FLORIDA

THIS AGREEMENT, executed as of the 31st day of October, 1995 by the City of Pensacola, State of Florida, herein authorized by resolution adopted by the governing body thereof on the 14th day of September, 1995, certified copy of which is annexed hereto.

City of Pensacola

Ed Hinkle

Ed Hinkle, City Manager

ATTEST:

Shirley Z. Lee
CITY CLERK

APPROVED AS TO CONTENT:

John J. Jones
DEPT. OF MARINE OPERATIONS

WITNESS:

Cecilia J. Gentry
Ann Barton

STATE OF FLORIDA
COUNTY OF ESCAMBIA

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Florida, personally came and appeared Ed Hinkle, to me well known, who signed the foregoing agreement entitled GULF SEAPORTS MAIRNE TERMINAL CONFERENCE COOPERATIVE WORKING AGREEMENT in my presence and in the presence of the subscribing Witnesses and who, being duly sworn, did depose and say that he signed the same as the free act and deed of the said Ed Hinkle, as he was duly authorized to do, for the objects and purposes therein set forth.

Tracey A. Boyd

Notary Public in and for the
State of Florida.

TRACEY A. BOYD

MY COMMISSION # CC469173 EXPIRES

JUNE 5, 1999

BONDED THRU TROY FAIR INSURANCE, INC.

My commission expires



APPROVED AS TO FORM AND EXECUTION
BY <u>Shirley Z. Lee</u> City Clerk
Dated <u>10/9/95</u>

RESOLUTION BY THE MANATEE COUNTY PORT AUTHORITY
REGARDING THE GULF SEAPORTS MARINE TERMINAL CONFERENCE

WHEREAS, the Manatee County Port Authority, a public entity organized and existing under the laws of the State of Florida, is the owner and operator of a seaport on the coast of the Gulf of Mexico named "Port Manatee", and

WHEREAS, this Port Authority on April 15, 1993, adopted Resolution PA-93-5 regarding membership of this Port Authority in the Gulf Seaports Marine Terminal Conference and authorizing the execution of an agreement entitled "Gulf Seaports Marine Terminal Conference, and said agreement has been revised by an agreement entitled "GULF SEAPORTS MARINE TERMINAL CONFERENCE, A Cooperative Working Agreement Among United States Public Ports In The Gulf Range (Revised June 1, 1995)", and

WHEREAS, it is expedient and to the best interests of this Port Authority to execute the above identified agreement revised June 1, 1995.

NOW THEREFORE BE IT RESOLVED by the Manatee County Port Authority that David L. McDonald as the Port Director of Port Manatee for the Manatee Port Authority is hereby authorized, directed and empowered for and on behalf of this Port Authority to enter into and execute the agreement entitled "GULF SEAPORTS MARINE TERMINAL CONFERENCE, A Cooperative Working Agreement Among United Stated Public Ports In The Gulf Range (Revised June 1, 1995)" with other governmental entities owning and operating public seaports on the coast of the Gulf of Mexico.

ADOPTED with a quorum present and voting this the 21st day of September, 1995.

ATTEST: R. B. SHORE
Clerk of Circuit Court

MANATEE COUNTY PORT AUTHORITY

By: [Signature]
Chairman

STATE OF FLORIDA COUNTY OF MANATEE
I hereby certify that the foregoing is a true
copy of RESOLUTION NO. PA-95-24 adopted by the
Board of County Commissioners of said County on
the 21st day of Sept, 1995, this 20th day
of Sept, 1995, in Bradenton, Florida.

R. B. Shore
Clerk of Circuit Court

By: [Signature] D.C.

The agreement entitled "GULF SEAPORTS MARINE TERMINAL CONFERENCE, A Cooperative Working Agreement Among United States Public Ports In The Gulf Range (Revised June 1, 1995)", is hereby entered into by the Manatee County Port Authority, a public entity organized and existing under the laws of the State of Florida, as the governing body and owner of Port Manatee, pursuant to Resolution PA-95-24 duly adopted September 21, 1995, by the Port Authority (a certified copy of which is attached hereto), by and through David L. McDonald as its Port Director, this the 21st day of September, 1995.

WITNESSES:

[Signature]
Kay D. Arana

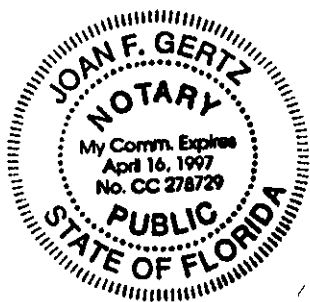
MANATEE COUNTY PORT AUTHORITY

By: [Signature]
David L. McDonald, as Port
Director

STATE OF FLORIDA

COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this the 21st day of September, 1995, by David L. McDonald as Port Director for the Manatee County Port Authority, who produced a driver's license as identification and who did not take an oath.



[Signature]
JOAN F. GERTZ
Print or type name of Notary Public
My Commission Expires:

RESOLUTION OF THE JACKSON COUNTY PORT AUTHORITY/PORT OF PASCAGOULA REGARDING MEMBERSHIP IN THE GULF SEAPORTS MARINE TERMINAL CONFERENCE.

WHEREAS, Jackson County Port Authority/Port of Pascagoula, a (public entity, governmental body, body politic, or other) organized and existing under the laws of the State of Mississippi, is the owner and operator of public port facilities on the United States Gulf Coast named the Jackson County Port Authority Port of Pascagoula, and

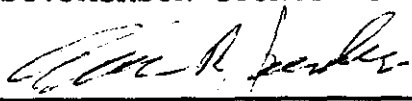
WHEREAS, the Gulf Seaports Marine Terminal Conference is a conference of publicly owned seaports on the United States Gulf Coast organized to meet, discuss consult and establish terminal rates, charges, classifications, rules, regulations and practices applicable to and governing the use and operation of the public wharves and other terminal facilities at the respective ports of the members of said organization pursuant to the provisions of the Shipping Acts of 1916 and 1984, as amended, and

WHEREAS, it is expedient and in the best interests of this Port Authority to become a member of the Gulf Seaports Marine Terminal Conference.

NOW THEREFORE, BE IT RESOLVED by JACKSON COUNTY PORT AUTHORITY/PORT OF PASCAGOULA that JOHNNY S. TILLMAN as the CHAIRMAN OF JACKSON COUNTY PORT AUTHORITY/PORT OF PASCAGOULA BOARD OF COMMISSIONERS is hereby authorized, directed and empowered, for and on behalf of the JACKSON COUNTY PORT AUTHORITY/PORT OF PASCAGOULA to enter into and execute the revised agreement entitled "Gulf Seaports Marine Terminal Conference Cooperative Working Agreement" with other governmental entities owning and operating public seaport facilities on the United States Gulf Coast pursuant to the provisions of the Shipping Acts referred to above, as amended, for the purpose of meeting, discussing consulting and establishing terminal rates, charges, classifications, rules, regulations and practices applicable to and governing the use and operation of the public wharves and other terminal facilities at the respective ports of said governmental entities, and to take any and all action in connection therewith and in behalf of said PORT AUTHORITY as may be in the best interests thereof and necessary to carry out the purposes of said agreement.

ADOPTED, with a quorum present and voting this the 14TH day of November, 1995.

ATTEST: JACKSON COUNTY PORT AUTHORITY/PORT OF PASCAGOULA



Oscar R. Jordan, Secretary

BY: 

Johnny S. Tillman, Chairman

THIS AGREEMENT, executed as of the 14th day of November 1995, by the Jackson County Port Authority/Port of Pascagoula, a (governmental agency, body politic or other) of the State of Mississippi, herein represented by and through its Chairman, Johnny S. Tillman, duly authorized by resolution adopted by the governing body thereon on the 14th day of November, 1995, certified copy of which is annexed hereto.

WITNESSES:

JACKSON COUNTY PORT AUTHORITY/
PORT OF PASCAGOULA

Betty Ann Smith
Allen Moller

BY: Melody K. Bradley
Melody K. Bradley, Port Director

STATE OF MISSISSIPPI

COUNTY (PARISH) OF JACKSON

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Mississippi, personally came and appeared JOHNNY S. TILLMAN, to me well known, who signed the foregoing agreement entitled GULF SEAPORTS MARINE TERMINAL CONFERENCE COOPERATIVE WORKING AGREEMENT in my presence and in the presence of the subscribing Witnesses and who, being duly sworn, did depose and say that he signed the same as the free act and deed of the said PORT AUTHORITY, as he was duly authorized to do, for the objects and purposes therein set forth.

Margery M. Thompson
Margery M. Thompson
Notary public in and for the
State of Mississippi

My Commissioner Expires:

February 10, 1996

The following resolution was offered by Mr. LeRoy

Phillips and seconded by Mr. Elton J. LeBlanc.

RESOLUTION
OF THE
ST. BERNARD PORT, HARBOR AND TERMINAL DISTRICT
REGARDING MEMBERSHIP IN THE
GULF SEAPORTS MARINE TERMINAL CONFERENCE

WHEREAS, the St. Bernard Port, Harbor and Terminal District, a (public entity, governmental body, body politic, or other) organized and existing under the laws of the State of Louisiana, is the owner and operator of public port facilities on the United States Gulf Coast named the St. Bernard Port, Harbor and Terminal District, and

WHEREAS, the Gulf Seaports Marine Terminal Conference is a conference of publicly owner seaports on the United States Gulf Coast organized to meet, discuss consult and establish terminal rates, charges, classifications, rules, regulations and practices applicable to and governing the use and operation of the public wharves and other terminal facilities at the respective ports of the members of said organization pursuant to the provisions of the Shipping Acts of 1916 and 1984, as amended, and

WHEREAS, it is expedient and in the best interests of the Port Authority to become a member of the Gulf Seaports Marine Terminal Conference.

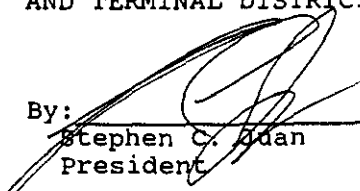
NOW THEREFORE, BE IT RESOLVED by the St. Bernard Port, Harbor and Terminal District, that Irwin A. Ruiz as the Executive Director of the St. Bernard Port, Harbor and Terminal District is hereby authorized, directed and empowered, for an on behalf of this St. Bernard Port, Harbor and Terminal District, to enter into and execute the agreement entitled "Gulf Seaports Marine Terminal Conference Cooperative Working Agreement" with other governmental entities owning and operating public seaport facilities on the United States Gulf Coast pursuant to the provisions of the Shipping Acts referred to above, as amended, for the purpose of meeting, discussing consulting and establishing terminal rates, charges, classifications, rules, regulations and practices applicable to and governing the use and operation of the public wharves and other terminal facilities at the respective ports of said governmental entities, and to take any and all action in connection therewith and in behalf of said St. Bernard Port, Harbor and Terminal District as may be in the best interests thereof and necessary to carry out the purposes of said agreement.

ADOPTED, with a quorum present and voting this the 15th day of August, 1995.

ATTEST:

ST. BERNARD PORT, HARBOR
AND TERMINAL DISTRICT


Elton J. LeBlanc
Secretary

By: 
Stephen C. Juan
President

AGREEMENT

THIS AGREEMENT, executed as of the 15th day of August, 1995, by the St. Bernard Port, Harbor and Terminal District, a (governmental agency, body politic or other) of the State of Louisiana, herein represented by and through its Executive Director, Irwin A. Ruiz, duly authorized by resolution adopted by the governing body thereof on the 15th day of August, 1995, certified copy of which is annexed hereto.

WITNESSES:

ST. BERNARD PORT, HARBOR
AND TERMINAL DISTRICT

Adelle P. Neasey

By Irwin A. Ruiz
Executive Director

Linda Acosta

STATE OF LOUISIANA

PARISH OF ST. BERNARD

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Louisiana, personally came and appeared IRWIN A. RUIZ, to me well known, who signed the foregoing agreement entitled GULF SEAPORTS MARINE TERMINAL CONFERENCE COOPERATIVE WORKING AGREEMENT in my presence and in the presence of the subscribing Witnesses and who, being duly sworn, did depose and say that he signed the same as the free act and deed of the said St. Bernard Port, Harbor and Terminal District, as he was duly authorized to do, for the objects and purposes therein set forth.

Barbara L. Acosta
Notary Public in and for the
State of Louisiana

My Commission expires at death.